

JPA File No.: 07-112
AG Contract No.:
Project: Village Park Recreation Inc.
TRACS No.: H7118 01X
Federal Seed Grant
Project No.: SB-AZ-2006-53033.

JOINT PROJECT AGREEMENT

BETWEEN
ARIZONA DEPARTMENT OF TRANSPORTATION
AND
VILLAGE PARK RECREATION INC.

THIS AGREEMENT is entered into 24th of October 2007 by and between ARIZONA DEPARTMENT OF TRANSPORTATION, Intermodal Transportation Division (the "State") and VILLAGE PARK RECREATION INC., a 501(c)3 non-profit organization, approved by the National Scenic Byways Program, FHWA and US Secretary of Transportation. The State and Village Park Recreation Inc. are collectively referred to as "Parties".

I. RECITALS

1. In accordance with Arizona Revised Statutes (ARS) Sections §28-401 and § 28-334, empowers both Parties to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement.

2. The purpose of this Agreement is for the State to transfer Federal Seed Grant funds, by way, the National Scenic Byways Program, in a sum of \$24,800.00 to the Village Park Recreation Inc. Village Park Recreation Inc, will contribute the in-kind match of \$6,200.00 and will be the lead agency and use said funds to implement three significant objectives:

- a. Develop a plan for the enhancement along the Byway Milepost 302.5 to Milepost 310.0,
- b. Involve participation of the Business Community,
- c. Develop a Business plan and begin a Marketing Plan to achieve long-term financial stability.

Costs are as follows:	Total Project:	\$31,000.00
	Federal Seed Grant:	\$24,800.00
	In-Kind Match:	\$ 6,200.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

29356
10/24/07
[Signature]

II. SCOPE OF WORK

1. The State shall:

a. Upon execution of this Agreement reimburse the Village Park Recreation Inc. within thirty (30) days after receipt and approval of invoices for incurred and eligible costs, not to exceed the capped federal amount of \$24,800.00.

b. Not be obligated to incur any expenditures should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this Agreement.

c. Be the designated agent for the use of Federal aid and for the preparation of certain documents required by the Federal Highway Administration for the benefit of Village Park Recreation Inc.

2. Village Park Recreation Inc. Shall:

a. Agree to set aside funds in an amount match equal to the difference between the total cost of the Project provided for in this Agreement and the amount of Federal aid received currently estimated at \$6,200.00.

b. Agree to designate the State as the authorized agent for the Federal aid and for the preparation of certain documents required by the Federal Highway Administration.

c. Accomplish said objectives as stated in the Agreement of the Recital 2.a,b, & c.

d. Invoice the State for incurred and eligible Project costs up to the Federal capped funds of \$24,800.00

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signature by the parties hereto, and shall remain in force or upon completion of said Project and reimbursements. However, this Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other party.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration, ITD
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Village Park Recreation Inc.
P.O. Box 20662
Sedona, Arizona 86341
Phone: (928) 284-0714
Fax: (928) 284-0669


7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement:

VILLAGE PARK RECREATION INC.

INTERMODAL TRANSPORTATION DIVISION

By 
WILLIAM J. KUSNER
Chair, All-American Road Committee

By 
MICKIE FRANKLIN
Joint Project Administration Manager

Date: 10/11/07

Date: 10.19.07